

THIS AGREEMENT is effective as and from 3/20, 2009 (the "Effective Date")

BETWEEN: PAQ CELL, Inc., an Iowa Corporation with his principle office located at 15872 Ivy Avenue, Breda, IA 51436, ("PAQ CELL").

and

Harmonized Water, LLC, (the "Customer").

(Hereinafter together the "Parties" or individually the "Party")

RECITAL

WHEREAS, PAQ CELL is the manufacture of certain vibrational frequency enhanced base products (the "Product") that it sells and distributes through various independent contractors throughout the United States of America and the world.

WHEREAS, the Customer is an independent contractor desiring to purchase from PAQ CELL vibrational frequency enhanced base products manufactured by PAQ CELL.

WHEREAS, PAQ CELL is willing to sell to the Customer the vibrational frequency enhanced base products, upon the following terms and conditions, and the Customer agrees, to abide by the terms and conditions hereafter as conditions precedent, to purchase the Products.

IN CONSIDERATION of the promises and covenants set forth hereinafter it is hereby agreed by between the Parties as follows:

1. **SALE OF PRODUCT.** Customer shall purchase and pay for the Product as invoiced by PAQ CELL.

2. **LIMITED WARRANTYI HOLD HARMLESS.** The Parties acknowledge that the Products are placebo in nature and have no dietary or medical properties whatsoever. Further the Parties acknowledge that the Product may or may not assimilate or enhance any known or unknown theoretical placebo effect. PAQ CELL makes no representations and expands no warranties of any kind, either expressed or implied. PAQ CELL makes no expressed or implied warranties of merchantability or fitness for particularly use to Customer or any consumer who may purchase said Product from Customer. The Customer specifically understands and agrees that it shall make no statements, representations or warranties of any kind, either expressed or implied as it relates to the Product its uses and affects. Further, Customer shall make no warranty expressed or implied as to the merchantability or fitness for particular purpose of the Product.

Customer shall bear all risks to itself and to all others resulting from its own claims, representations, solicitations, negligence, gross negligence or wrongful acts or omissions in the use, commercialization or sale of the Product in any manner. Customer

may not use the Product in any unlawful or harmful manner or for any unlawful or harmful purpose.

Customer agrees to defend, indemnify and hold harmless PAQ CELL, its affiliates and their respective directors, officers, employees and agents from and against all claims, damages, losses, liabilities, and expenses, including without limitation Attorney's fees and court costs, arising out of Customers use of the Product and/or Customers violation of any term of this agreement.

PAQ CELL reserves the right, in its sole discretion, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer. In that event, Customer shall continue to have the obligation to provide the cost of defense for PAQ CELL in that matter. Should PAQ CELL elect to assume the defense in connection with any manner subject to indemnification under this Agreement, customer agrees to participate and cooperate in the defense of PAQ CELL and its affiliates at Customers own expense, to the full extent requested by PAQ CELL.

3. NOTICES. All notices, requests, consents and other communications hereunder shall be in writing and shall be addressed to the receiving Party's address set forth above or to such other address as a Party may designate by notice hereunder, and shall be either sent by an internationally recognized private courier service providing confirmation or sent by registered or certified mail.

4. SEVERABILITY. Should any part of this agreement be declared invalid or unenforceable by any Court of competent jurisdiction for any reason, such declaration of judgment shall not affect the validity of the rest of the Agreement and any associated Agreement, which shall remain in full force and effect to the fullest extent provided by law.

5. INDEPENDENT CONTRACTOR. The relationship of the Parties hereto is that of independent contractors. The Parties hereto are not deemed to be agents, partners or joint ventures of the other Party or of other PAQ CELL customers for any purpose as a result of this Agreement or the transactions contemplated thereby.

6. GOVERNING LAW. This agreement shall be interpreted pursuant to the laws of the State of Iowa and any and all cause of actions arising out of this Agreement or the terms hereof shall be adjudicated in the Courts of the State of Iowa with the venue in Carroll County, Iowa.

7. ENTIRE AGREEMENT. This agreement represents the entire agreement by and between the Parties; it replaces and supersedes any and all earlier or prior agreements between the Parties. Any changes or modifications to this agreement may be made only by writing and signed by the Parties hereto.

PAQ-CELL Inc.

By: U. Schroeder, President

PAQCELL, INC

By: Ben Johnson and as President

Ben Johnson
Harmonized Water, LLC

3/20/09
Dated

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Bill of Sale


This Agreement, by and between PAQ CELL, Inc of Breda, Iowa and Ben Johnson of Evergreen, Colorado is entered into on this the 15th of April, 2009.


WHEREAS Ben Johnson currently buys frequency enhanced water from PAQ CELL, Inc but desires to also purchase the "Harmonizer Machine" in order to manufacture products for Harmonized Water, LLC, and

WHEREAS PAQ CELL, Inc has manufactured a machine that can imprint radio-waves onto the molecules of water and desires to sell his services and his "Harmonizer Machine",

NOW THEREFORE, in consideration of the following terms and conditions contained herein, both parties hereby agree to the following:

1. **PRICE.** The purchase price for the Harmonizer is \$40,000 (Forty Thousand US Dollars).
2. **TERMS.** Ben Johnson agrees to pay this amount within 36 months of the date of this Agreement. The total amount remaining must be made by the anticipated delivery date of April, 15, 2011. Ben Johnson agrees to pay \$300/hr for the use of the Harmonizer until it paid for in full. Until said amount is paid in full, Ben Johnson will continue to pay PAQ CELL, Inc to manufacture the frequency enhanced waters. The Harmonizer will remain the property of PAQ CELL, Inc until the \$40,000 (Forty Thousand US Dollars) is paid in full. Delivery of the unit is the responsibility of PAQ CELL, Inc and they agree that it will be delivered in full working order with proper instructions on maintenance and programming.
3. All other provisions from the Services Agreement dated 3/20/2009 and the Confidentiality Agreement dated 10/26/2008 apply. This Agreement is intended solely to establish pricing and the purchase of the Harmonizer.

By: 
President, PAQ CELL, Inc

By: 
Individual

EXHIBIT

A

exhibitsicker.com

STATE OF IOWA, ex rel.
THOMAS J. MILLER
ATTORNEY GENERAL OF IOWA

VS.

and

Defendants.

CORRECTED TRANSCRIPT OF
PROCEEDINGS

Excerpts

The above-entitled matter came on for trial before the Honorable Scott D. Rosenberg, District Court Judge of the Fifth Judicial District of Iowa, commencing at 8:55 a.m. on May 18, 2017, Room 314 of the Polk County Courthouse, Des Moines, Iowa.

Janis A. Lavorato, CSR
Official Shorthand Reporter
Polk County Courthouse
Des Moines, Iowa 50309

testimony of Ben Johnson
(5-18-17)

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1 end-user consumer to purchase the product through the
2 Osmosis website?

3 A. No, unless they have a code from their
4 professional helping them.

5 Q. What portion of Osmosis's revenue is
6 derived from Harmonized Water sales?

7 A. Probably 5 percent.

8 Q. So most of Osmosis is entirely different
9 products?

10 A. Absolutely. Osmosis -- I mean, the
11 credibility I've gained between the two skin care
12 lines I formulated is and the results we get -- I
13 mean, I would encourage Your Honor to go to our
14 website and look at the before and afters of our
15 products. It's quite remarkable. And so we -- yeah,
16 we take great pride in that.

17 Q. There's a binder in front of you that has
18 the Defendant exhibits for today's hearing. I would
19 like you to flip to Exhibit A.


20 A. Yes.

21 Q. Do you recognize Exhibit A?

22 A. Yes.

23 Q. What is it?

24 A. So this is a bill of sale. Verne, he was
25 an interesting man. He's a farmer. One of his



1 original ideas with this Harmonized Water -- and he
2 didn't call it Harmonized Water -- was -- he called
3 it, I think, frequency water -- was to make a -- oh,
4 my gosh -- pesticide, natural frequency pesticide.
5 He had some interest in Candida. But he really
6 didn't know -- didn't have the vision, I think, of
7 the potential of the water.

8 So eventually a few years after purchasing
9 probably -- oh, gosh, I don't even know -- 50,
10 75 gallons of finished goods from him, he told me he
11 was moving off his farm and he didn't have room for
12 this big box and would I be interested in buying it.
13 And he said it cost him about \$40,000 to make. So I
14 thought that price was quite fair, and I ended up
15 purchasing it.

16 Q. You describe that you purchased, treated
17 frequency waters from Mr. Schroeder for a period of
18 time. Tell us what you -- what you purchased and
19 what you did with those waters.

20 A. So I would say to him, "Verne, make me the
21 frequency of testosterone." And then I would -- so I
22 had all of his jugs as I think back now, this big
23 rack of jugs, and they had all of these different
24 substances. So I would then combine -- back then the
25 formulas were much different because we would just

1 combine different amounts of each one and dosing --
2 it was just a lot of, again, learning, trial and
3 error.

4 But, essentially, I was buying -- I would
5 tell him -- or sometimes I would say, "Hey, I did
6 some research, and I see here that the frequency
7 10,720 can have a positive impact. Make me that
8 frequency." So sometimes it was a substance.
9 Sometimes it was a number.

10 Q. And what would you do with the waters once
11 you received them?

12 A. Testing. And we had a few early waters
13 like the one that treated eczema that we launched.
14 And so in early -- in those early days I would say
15 the two main products were Digestive Health and
16 Anti-Pathogen. And we found, for example, that
17 Anti-Pathogen, in particular, was excellent for acne.
18 So we began to offer these waters for that.

19 And then I was dabbling in some other ideas
20 like the frequency of GABA. So GABA is a
21 neurotransmitter, and I tested that to see if that
22 would help people sleep better.

23 So one of the first waters was a water
24 called "Relax," and the feedback was phenomenal. I
25 mean, the feedback -- I mean, there was no revenue